



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL, MNRL, MNDCL, FFL

### Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Landlord under the *Residential Tenancy Act* (the “Act”), seeking:

- Compensation for damage caused by the Tenants, their pets or their gusts;
- Recovery of unpaid rent;
- Compensation for monetary loss or other money owed; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlord, who provided affirmed testimony. Neither the Tenants nor an agent acting on their behalf attended. The Landlord was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) state that the respondents must be served with a copy of the Application and Notice of Hearing. As neither the Tenants nor an agent acting on their behalf attended the hearing to provide evidence and testimony for my consideration, I confirmed service of these documents as explained below.

The Landlord testified that the Notice of Dispute Resolution Proceeding Package, including a copy of the Application, the Notice of Hearing, and the Landlord’s documentary evidence, were sent individually to each of the Tenants by registered mail at the addresses provided by the Tenant T. G. The addresses used have been documented on the first page of this decision (also known as the style of cause). The Landlord provided me with the registered mail tracking number for each of the packages, also documented on the style of cause, and the Canada Post website confirms that the registered mail was sent as described above and received at the Tenants’ respective addresses on February 11, 2020. I also note that according to the Canada Post tracking website, the packages were received at addresses with postal codes matching those given for each of the Tenants.

As a result, I find that the Tenants were each served with the Notice of Dispute Resolution Proceeding Package, including a copy of the Application, the Notice of Hearing, and the Landlord's documentary evidence, in accordance with the *Act* and the Rules of Procedure on February 11, 2020.

Based on the above, the hearing therefore proceeded as scheduled despite the absence of the Tenants. I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure; however, I refer only to the relevant facts, evidence and issues in this decision.

At the request of the Landlord, copies of the decision and any orders issued in their favor will be emailed to them at the email address confirmed in the hearing and mailed to the mailing address listed for them in the Application.

#### Issue(s) to be Decided

Is the Landlord entitled to compensation for damage caused by the Tenants, their pets of their guests?

Is the Landlord entitled to recovery of unpaid rent?

Is the Landlord entitled to compensation for monetary loss of other money owed?

Is the Landlord entitled to recovery of the filing fee?

#### Background and Evidence

The Landlord stated that the tenancy began in August of 2018, that rent was set at \$1,200.00 per month, that the Tenants were to do yard maintenance each month for a \$200.00 per month rent reduction, and that as a result, \$1,000.00 in rent was due on the first day of each month.

The Landlord stated that the tenancy ended as a result of a decision from the Residential Tenancy Branch dated October 3, 2019, with regards to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and the subsequent two (2) day Order of Possession granted by the Arbitrator. The Landlord stated that the Tenants failed to move out as a result of the Order of Possession served on them and that a bailiff was

subsequently retained. The Landlord stated that the Tenants were removed by the bailiff on October 25, 2019.

The Landlord stated that the Tenants owe \$4,950.00 in unpaid rent and \$1,892.56 for bailiff costs associated with their eviction. The Landlord stated that the Tenants did not leave the rental unit reasonably clean and undamaged at the end of the tenancy as required, resulting in \$150.00 in cleaning costs, \$84.20 for garbage removal, \$1,446.06 in repair costs, and \$131.29 for the cost of replacing locks and keys. In support of their testimony the Landlord provided photographs of the rental unit and invoices and receipts for the costs incurred. The Landlord also sought \$100.00 for recovery of the filing fee.

Although the Landlord also originally sought \$200.00 for lost internet/cable equipment, the Landlord stated that the Tenant T.G. has since returned this equipment and the Landlord therefore withdrew this portion of their claim.

No one appeared on behalf of the Tenants to provide any evidence or testimony for my consideration.

### Analysis

Section 26 (1) of the *Act* states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the *Act*, the regulations or the tenancy agreement, unless the tenant has a right under the *Act* to deduct all or a portion of the rent. I accept the Landlord's undisputed and affirmed testimony with regards to the terms of the tenancy agreement and the amount of outstanding rent owed. I therefore award the Landlord \$4,950.00 for the recovery of outstanding rent.

Section 37 of the *Act* states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and return all keys and or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property. Section 7 of the *Act* states that if a landlord or tenant does not comply with the *Act*, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

I accept the Landlord's undisputed and affirmed testimony and documentary evidence that the Tenants did not leave the rental unit reasonably clean and undamaged at the end of the tenancy, resulting in \$1,811.55 in cleaning and repair costs. I also accept that

the Landlord incurred \$1,892.56 in bailiff costs as a result of the Tenants' non-compliance with the decision and Order of Possession from the Branch dated October 3, 2019. I am also satisfied that the Landlord acted reasonably in mitigating their losses and that the amounts sought do not represent more than a reasonable cost for the services rendered. As a result, I therefore award the Landlord recovery of these costs.

Pursuant to section 72 of the *Act*, I also award the Landlord recovery of the \$100.00 filing fee paid for this Application. Pursuant to section 67 of the *Act*, I therefore grant the Landlord a Monetary Order in the amount of \$8,754.11 and order the Tenants to pay this amount to the Landlord.

### Conclusion

Pursuant to section 67 of the *Act*, I grant the Landlord a Monetary Order in the amount of **\$8,754.11**. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 29, 2020

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Residential Tenancy Branch